*Cent. & H. R. R. R.* (1894) 144 N. Y. 75, 38 N. E. 992. Nor can the plaintiff prevail upon the theory of an interference with the *jus publicum,* since neither does he sue in an appropriate form of action, nor upon this ground. However, the court probably based its decision more on natural justice than on syllogistic logic. Courts of equity allow one who, in good faith, makes improvements on the land of another, to recover their value. *Bright* v. *Boyd* (C. C. 1841) 1 Story 478; *cf. Parsons* v. *Moses* (1864) 16 Iowa 440. Analogically a riparian owner who, *bona fide* under color of title, extended the line of high water to another's land, should recover his original riparian situation and rights. Money damages are inadequate. The defendant town was not itself privileged to make such improvement, and since the plaintiff offers to restore the *status quo* at his own expense, the result reached in the instant case involves no hardship to either party.

SALES—ACCEPTANCE AS WAIVER OF DAMAGES FOR BREACH OF WARRANTY OF QUALITY.—The seller of flour sued for the balance due on a shipment and the buyer counterclaimed, alleging damages because of the inferiority of the flour. Although he had notified the seller of the defect in the flour and had only retained it upon the seller's request "to go ahead and do the best they could with it", the court *held* that the acceptance of the goods operated as a waiver of the buyer's right to sue for the breach. *Lykens* v. *Bowling* (Ky. 1920) 221 S. W. 519.

This case is in accord with prior Kentucky authority to the effect that the mere acceptance of goods terminates the buyer's right to damages arising out of a breach of warranty as to quality. *Jones Bros.* v. *McEwan* (1891) 91 Ky. 373, 16 S. W. 81. This rule is followed in several jurisdictions. *Cf. General El. Co.* v. *Interstate El. Co.* (Mo. 1919) 209 S. W. 562; see *Nelligan* v. *Knutsen* (Cal. 1918) 175 Pac. 18; *Staiger* v. *Soht* (1907) 116 App. Div. 874, 102 N. Y. Supp. 342, *aff'd.* (1908) 191 N. Y. 527, 84 N. E. 1120. The contrary view, however, is more generally accepted. *Campion* v. *Marston* (1904) 99 Me. 410, 59 Atl. 548; *Northwestern Cordage Co.* v. *Rice* (1896) 5 N. D. 432, 67 N. W. 298. This is the rule of the Uniform Sales Act, § 49. It will be noted that in New York the common law is thereby changed. Cons. Laws (1909) c. 45 § 130; *Shearer* v. *Kakoulis* (1913) 144 N. Y. Supp. 1077; *English Lumber Co.* v. *Smith* (1916) 157 N. Y. Supp. 233. The same result may be attained in this type of case by subjecting the buyer to an action of *quantum valebant* for the inferior goods. See *Hooper* v. *Herring* (1915) 14 Ala. App. 455, 70 So. 308. Whether the buyer agrees to waive deficiencies in performance should logically be a question of fact in each case. The mere fact of acceptance of title to goods does not, of itself, warrant the conclusion that the buyer has agreed to surrender a claim against the seller arising out of any defect in the quality of the goods. See Williston, Sales (1909) § 488. This is particularly true where, as in the instant case, the buyer specifically calls the attention of the seller to the inferiority of the goods. Under these facts the Kentucky Court might well have distinguished the instant case from cases where the buyer accepts goods of inferior quality without protesting at the time.

SPECIFIC PERFORMANCE—MARKETABILITY—RESTRICTING ORDINANCE.—The defendants contracted separately with the plaintiffs and one Flagg to purchase their respective lots which were contiguous. The defendants' obligation to the plaintiffs was contingent upon simultaneous delivery